

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code 08		Page 1		Pages 3																
2. AMENDMENT/MODIFICATION NO. 58			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Page 1A		5. PROJECT NO. (If applicable)																	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812			CODE PS33, MGF		7. ADMINISTERED BY (If other than Item 6) L. Katie James Ph.: 256-544-5674 Fax: 256-544-9080 Email: linda.k.james@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566			CODE PS33, MGF																
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Al Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805					(x)		9A. AMENDMENT OF SOLICITATION NO.																	
					X		9B. DATED (SEE ITEM 11)																	
							10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047																	
							10B. DATED (SEE ITEM 13) 02/15/02																	
CODE SAP 127909		FACILITY CODE CAGE 004R1																						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																								
12. ACCOUNTING AND APPROPRIATION DATA (If required) <div style="text-align: center;">SEE PAGE 1A</div>																								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																								
(x)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																						
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses 43.103(a) & 52.243-2 Changes-Cost Reimbursement (Alternate II)																						
		D. OTHER (Specify type of modification and authority)																						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.																								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																								
		Negotiated Est. Cost		Prov. Est. Cost		Total Est. Cost		Maximum Incentive Fee		Contract Value		Incentive Fee Available		Incentive Fee Earned		Unearned Incentive Fee		Total Sum Allotted						
Previous		\$40,259,195		\$ -0-		\$40,259,195		\$1,738,631		\$41,997,826		\$577,742		\$1,157,689		\$3,220		\$35,995,637						
This Mod		192,929		\$ -0-		\$ 192,929		11,576		204,505		11,576		-0-		-0-		1,577,986						
New Total		\$40,452,124		\$ -0-		\$40,452,124		\$1,750,207		\$42,202,331		\$589,318		\$1,157,689		\$3,220		\$37,573,623						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																								
15A. NAME AND TITLE OF SIGNER (Type or print)										16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Warren G. Jones, Jr. Contracting Officer														
15B. CONTRACTOR/OFFEROR										15C. DATE SIGNED					16B. UNITED STATES OF AMERICA					16C. DATE SIGNED				
(Signature of person authorized to sign)															BY (Signature of Contracting Officer)									
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE										30-105					STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243									

PR	Program Code	Amount
4200150388	Line Item 2 – CS01	\$20,000
4200150493	Line Item 1 – HS40	\$500,000
4200150500	Line Item 1 – SAPP Version Update	\$107,000
4200150868	Line Item 1 –Anal Tech for Lauch Design Veh	\$23,000
4200153339	Line Item 2 – OSAC/CS01 Funding	\$792,686
4200153396	Line Items 2 & 3 – HS30 Education Spec	\$125,300
4200153466	Line Item 1 – Hypersizer Training Class	\$10,000
	Total	\$1,577,986

The purposes of this modification are to: (1) definitize the contractor's proposals dated 3/31/06 and 4/5/06 for a level of effort increase for PWS 9.4.2, Special Programs (2) definitize contractor's proposal dated 4/12/06 for increased level of effort for PWS 5.7, Incentive Award Coordination; and (3) correct PWS 9.4 Academic Affairs. The increase level of effort definitizations increase the contract and incentive fee value by \$204,505 (cost: \$192,929 and fee: \$11,576). Contract changes are further implemented by the inclusion of the following changes:

A. Under Clause B.2., Estimated Cost and Contract Fee, make the following modifications:

- Under paragraph (a) increase the estimated cost for Option 4 by \$192,929 from \$40,259,195 to \$40,452,124 and increase the contract fee by \$11,576 from \$1,738,631 to \$1,750,207. As such, the overall estimated Total cost & Fee for is increased by \$204,505 from \$41,997,826 to \$42,202,331.
- In addition under paragraph (b) increase the option 4 "Maximum Available Incentive Fee" for the "Mission" period of 2/15/06-8/14/06 by \$5,788 from \$190,109 to \$195,897; and the period of 8/15/06-2/14/07 by \$5,788 from \$190,111 to \$195,899.

B. Under Clause B.5, Contract Funding, the following is modified:

- Subparagraph (a) is modified as follows:
 - Increase the funding amount by \$1,577,986 from \$35,995,637 to \$37,573,623.
 - The funding coverage date is changed from 5/29/06 to 7/28/06.
- Subparagraph (b) is modified as follows:
 - Increase the additional amount obligated under this contract for payment of fee from \$1,490,106 to \$1,501,682.

C. Under Attachment J-1, Performance Work Statement (PWS) 9.0, Academic Affairs, is deleted in its entirety and replaced with the attached 9.0, Academic Affairs. This includes the new level of effort 9.4.2, Special Programs. NOTE: Replacement of PWS 9.0 is necessary due to a previous modification that mistakenly deleted portions of PWS 9.0. Also, an additional level of effort is added by PWS 5.7 Incentive Award Coordination. Subparagraphs 5.7.1 through 5.7.7 are added for this effort.

D. The modification(s) made in A through C above is reflected on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change

Page(s) Deleted

B-2
B-5
J-1-12
J-1-15
J-1-16

Page(s) Added

B-2
B-5
J-1-12
J-1-15
J-1-16

E. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the contractor's proposal(s) for adjustment listed below, the Contractor hereby releases the government from any and all liability under this contract for further equitable adjustments(s) attributable to such facts or circumstances giving rise to the proposal(s) for adjustments

NASA/MSFC RFPs dated 3/22/06 and ASRI Proposal dated 3/31/06 and updated 4/5/06.
NASA/MSFC RFPs dated 4/5/06 and ASRI Proposal dated 4/12/06.

F. All other terms and conditions of Contract NAS8-02047 remain unchanged.

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,826,950	\$ 0	\$ 0	\$ 310,254	\$7,137,204	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 498,728	\$ 0	\$ 0	\$ 29,684	\$ 528,412	Exercised
Option Yr.4	(A) Mission	02/15/06-2/14/07	\$ 8,177,347	\$ 0	\$ 0	\$ 391,796	\$ 8,569,143	Exercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Exercised
Total			\$40,452,124	\$ 0	\$ 0	\$1,750,207	\$42,202,331	

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	\$ -0-
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	\$ -0-
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	\$ -0-
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	\$ -0-
		08/15/04-02/14/05	\$192,949	\$192,949	\$ -0-
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	\$ -0-
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	\$ -0-
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$148,436	\$ -0-
		08/15/05-02/14/06	\$161,818	\$ -0-	\$ -0-
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ -0-	\$ -0-	\$ -0-
		08/15/05-02/14/06	\$ 29,684	\$ -0-	\$ -0-
Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$195,897	\$ -0-	Unearned
		08/15/06-02/14/07	\$195,899	\$ -0-	Unearned
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000	\$ -0-	Unearned
		08/15/06-02/14/07	\$ 3,000	\$ -0-	Unearned
		Total	\$1,750,207	\$1,157,689	\$3,220

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$36,071,941. This allotment is for the Human Capital Office and Strategic Communications Office and covers the following estimated period of performance: February 15, 2002 through July 28, 2006.

(b) An additional amount of \$1,501,682 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$34,505,531	\$1,566,410	\$36,071,941
Provisional Incentive Fee	\$ 332,417	\$ 11,576	\$ 343,993
Incentive Fee Earned	<u>\$ 1,157,689</u>	<u>\$ -0-</u>	<u>\$ 1,157,689</u>
Total Sum Allotted	\$35,995,637	\$1,577,986	\$37,573,623

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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5.6.3 The Contractor shall determine all logistical/support requirements for conferences/symposia. The contractor shall consolidate the conference/symposia requirements and submit them to the organization's technical monitor for approval.

5.6.4 The Contractor shall arrange all logistics associated with organizing conferences/symposia, to include catering, rooms, speaker support and audiovisual equipment.

5.6.5 The Contractor shall arrange all logistics and coordination associated with collecting and disbursing of registration fees from non-government personnel attending the conference/symposia; and coordinate paying any speaker's fees. Any fees collected from non-government personnel by the Contractor shall be reflected as a credit on the next voucher for payment submitted by the Contractor pursuant to clause G.1 of the contract. Any uncollected fees or conference cost with outstanding balances shall be reimbursed by the Government.

5.6.6 The Contractor shall attend and support conferences/symposia as needed to ensure they run smoothly, comfortably, and with a minimum of logistical problems. This will involve travel and making arrangement for conferences over 50 miles away from MSFC.

5.6.7 The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time.

5.6.7 The Contractor shall develop meaningful and practical metrics and measure the level of cost saving from current baseline. Create, maintain, and distribute products that convey these metrics to customers and management. The contractor shall show all cost associated with the above in a separate line category within their corporate 533 report each month.

5.7 Incentive Awards Coordination

5.7.1 The Contractor shall perform a variety of duties regarding counseling services to MSFC employees in the areas of the Incentive Awards Programs. For example, participating in the processing of all awards; External Awards; reviewing of the Honor Award Nominations.

5.7.2 The Contractor shall support the administration of the Incentive Awards Program including cash awards for superior accomplishments, honorary awards, and other special awards. The Contractor shall support the planning and administering the activities of the awards program in accordance with available NASA Regulations and policies.

5.7.3 The Contractor shall coordinate incentive awards and fellowship activities between the various organizations and the center by ensuring timely and continuous publicity to all phases of the program by preparing and disseminating appropriate news releases through the Media Relations Office, including write-ups covering individual awards, group awards and similar program activities.

5.7.4 The Contractor shall determine appropriate ceremonies and when deemed advisable, arrange for presentations by Center Director or his designated representative.

5.7.5 The Contractor shall render staff assistance to administrative officers and management officials advising them on the latest regulatory and instructional material relating to the awards program, so that they may be advised of their responsibilities and better able to participate in promoting the awards program throughout the Center.

5.7.6 The Contractor shall serve as a staff assistant and provide management advisory services to the Center in all matters involving the awards program.

5.7.7 The Contractor shall make preliminary reviews of all recommendations for honorary awards and outstanding performance ratings to ensure that they are in compliance with established policies and procedures.

6.0 SCIENCE COMMUNICATIONS SUPPORT

The contractor shall coordinate with NASA's Science & Technology Directorate (STD) staff to develop written and Internet-compatible science stories/text, including interactive units and translations featuring NASA science and technology research areas and other NASA themes (such as the Exploration Initiative,

8.5.4 The Contractor shall lead all aspects of the strategic planning process as defined in MPG 1130.1, "MSFC Implementation Planning Process" and MPG 1130.2, "MSFC Annual Report Process." Moved from 7.2

8.6 Roundtable Support

8.6.1 The Contractor shall schedule, organize, and facilitate Center Roundtable meetings in (but not limited to) the Space Transportation, Science, and Engineering Directorates, the Shuttle Project Office, and Flight Projects Office.

8.6.2 The Contractor shall facilitate the Roundtable Coordination Team to identify best practices, and coordinate the various roundtables.

8.6.3 The Contractor shall maintain meeting minutes and action lists. The Contractor shall be involved in the tracking and assisting in the closure of actions.

9.0 ACADEMIC AFFAIRS

The Contractor shall provide support in the following areas:

9.1 Elementary and Secondary Education Programs (332-13)

The Contractor shall support Elementary and Secondary Programs that engage students, educators, families, and institutions to achieve established goals. The Contractors shall provide educators with tools, experiences, and opportunities to further their education and participate in unique NASA learning experiences to enhance their knowledge of Science, Technology, Engineering, and Math (STEM). The Contractor shall support the role of educational institutions, which provide the framework to unite students, families, and educators for educational improvement.

9.2 University Affairs Programs (332-14)

The Contractor shall support the Office of Human Capital's Academic Affairs Office by identifying shortfalls and matches between MSFC research needs and the skills and abilities available within U.S. higher education. The Contractor shall communicate this information to the Academic Affairs Office. Support for this might include, but is not limited to, summer programs for undergraduate and graduate students who could possibly support MSFC research and development. The Contractor shall provide support to institutions of higher education to strengthen their research capabilities and provide opportunities that attract and prepare increasing numbers of students for NASA-related careers.

9.2.1 The Contractor shall identify the research needs of the program offices and departments at Marshall; identify universities with the specific research capability to meet Marshall needs; identify "best practices" of university programs throughout NASA and within other organizations in both the public and private sectors as a basis for developing new university programs. These research activities will include establishing contact, gathering documentation and data from them and other relevant sources, and compiling and communicating the information in an easily digested format.

9.2.2 The Contractor shall support all Educational Programs associated with Equal Employment Office goals and objectives as determined by the University Affairs Officer.

9.3 Educator Resource Center

9.3.1 The Contractor shall operate the MSFC Educator Resource Center (ERC), located off-site at the U.S. Space and Rocket Center, in the Educator Training Facility, to provide educators access to NASA information on state-of-the-art instructional technologies, expertise, and facilities that enhance the teaching of math, science, and technology education at all levels. They shall provide these services in accordance with the Agency's goals and objectives for all ERCs

9.3.2 The Contractor shall respond to customer requests within 5 working days. The current hours of the ERC are 9 a.m. to 5 p.m., Monday through Friday except federal holidays. These hours may be subject to change, depending on NASA and customer needs.

9.4 Informal Education

9.4.1 The Contractor shall provide support for NASA's education goals in informal education settings and with community and industry partners. The contractor shall provide informal partners with information on NASA informal education products and services and opportunities to work with NASA to develop the science, technology, engineering and math (STEM) workforce, encourage students to pursue STEM careers, and engage America in NASA's mission. Informal partners include museums, science centers, after-school programs, community organizations, business and industry, the media and the public.

9.4.2 The Contractor shall provide support for the following special programs: (1) Field Trip to the Moon; (2) Lunarautics; and (3) Radiation and Human Space Flight projects. Project Management duties include oversee overall performance (internal and external deliverables and schedule), manage budget, submit monthly progress reports to the Exploration Systems Mission Directorate (ESMD); coordinate with partners and ESMD on open or vague elements of projects (conferences, dissemination, focus of original proposals). Curriculum development includes the following: research, review and evaluate existing lunar-based materials; develop new lunar-based materials; ensure that lunar materials are in accordance with ESMD/NASA standards and messages; distribution of lunar materials via NASA and other networks. Workshop development includes: develop hands-on classroom activities; deliver workshops featuring hands-on activities at conferences; ensure that materials are in accordance with ESMD and NASA standards and messages; distribution of workshop materials via NASA and other networks

9.5 Program Support

9.5.1 The Contractor shall provide coordination and logistics support for Education Programs, both MSFC specific and Agency supported, that include: program management, communication at Center and HQ levels, incorporation of NASA expertise, and the hosting of special events.

9.5.2 The Contractor shall assist in outreach activities and informing the public about Center education programs at Marshall and throughout NASA. These activities include: assisting in program logistical support, teacher/student workshops, program specific tours, and general dissemination of NASA products and services for informing the public.

9.5.3 The Contractor shall, as requested by the Government, provide input to the Education Computer Aided Tracking System (NEEIS), Education Programs Department weekly notes, Weekly Activity Reports (WAR), Education Programs Department Database (EPDD) System or any other reports that will be required.

10.0 PUBLIC AND EMPLOYEES COMMUNICATIONS

This effort includes local, regional, and national news media and exhibit outreach activities. Support shall be provided in researching, writing and coordinating news releases and media advisories; arranging and conducting interactive television